

Google News Initiative
COVID-19 Vaccine Counter-Misinformation Open Fund
Application Terms and Conditions

Updated on January 22, 2021

to include additional countries and additional requirements for applicants in India.

These application terms and conditions (“**terms and conditions**”) describe the eligibility conditions for receiving funding from the COVID-19 Vaccine Counter-Misinformation Open Fund (“**Program**”). By submitting an application, you accept these terms and conditions.

In these terms and conditions:

- “**Business Sensitive Information**” means Confidential Information, relating to you or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or other third party).
- “**Collaborative Project**” means a single Project from two or more Collaborators;
- “**Collaborator**” means each organization involved in a Collaborative Project;
- “**Confidential Information**” means information that one party discloses to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances.
- “**funds**” means money distributed to Selected Applicants under the Program;
- “**Google**”, “**our**”, and “**we**” means Google LLC;
- “**including**” means “including but not limited to”;
- “**Eligible Geographies**” means NA, LATAM and Caribbean, Europe, MEA, APAC, and Brazil;
- “**Funding Agreement**” means a funding agreement entered into between Selected Applicants and Google or Google’s affiliates;
- “**Lead Applicant**” has the meaning in Section 4 (Collaborative Project Requirements);
- “**NA**” means the United States, United States Overseas Territories, and Canada;
- “**APAC**” means Australia, Bangladesh, Bhutan, Brunei, Cambodia, Cook Islands, East Timor, Easter Island, Fiji, Hong Kong SAR, India, Indonesia, Japan, Laos, Macau SAR, Malaysia, Maldives, Mongolia, Myanmar, Nepal, New Caledonia, New Zealand, Pakistan, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam;
- “**Europe**” means Albania, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom;
- “**MEA**” means Algeria, Angola, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Brazzaville), Democratic Republic of Congo (DRC), Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, The Gambia, Ghana, Guinea, Guinea-Bissau, Iraq, Israel, Ivory Coast, Jordan, KSA, Kenya, Kuwait, Lesotho, Libya, Lebanon, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco,

Mozambique, Namibia, Niger, Nigeria, Palestine, Oman, Qatar, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, South Sudan, Swaziland, Tanzania, Togo, Tunisia, Turkey, Uganda, UAE, Western Sahara, Zambia, Zimbabwe;

- **“LATAM and Caribbean”** means Antigua and Barbuda, Argentina, The Bahamas, Barbados, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Uruguay;
- **“Project”** has the meaning in Section 3 (Application and Proposal);
- **“Proposal”** has the meaning in Section 3 (Application and Proposal);
- **“Selected Applicant”** means an applicant or a Lead Applicant that has been selected to receive funding from the Program;
- **“Website”** means the Google News Initiative website at <http://newsinitiative.withgoogle.com/covid-vaccine-counter-misinfo-fund/how-to-apply>
- **“you”** and **“your”** means you in your capacity as an applicant on behalf of your organisation;

1. Eligibility.

1.1. Requirements. To be eligible for funding from the Program:

- (a) you must produce original news content and have a focus on core news production (e.g. not lifestyle, sports, or business-to-business reporting);
- (b) you must have a proven track record and third-party recognition in fact checking and debunking activities, or you must collaborate with an organization with such recognition; and
- (c) you or your organization (including any of your Collaborators) must be incorporated or registered in the Eligible Geographies. Eligible Geographies are subject to change and certain countries may be deemed ineligible in our discretion. If you have questions about the eligibility of your country or region prior to submitting your application, please contact us at vcmfund@google.com.

1.2. Restrictions. The following are not eligible to apply for funding from the Program:

- (a) solely or substantially government-owned entities;
- (b) unincorporated organizations based in any place other than Eligible Geographies;
- (c) individuals, unless you are a registered freelancer or sole trader (or the local equivalent in your region);
- (d) Google employees or contractors;
- (e) organizations or individuals solely or substantially managed or operated by any person that is a member of the Program selection panel, including any person

that is an immediate family member or lives in the same household as a member of the Program selection panel; and

(f) organizations or individuals with ties to a COVID-19 vaccine producer.

2. Program Term. The Program will start and end on the dates published on the Website (the “**Program Term**”). Applications will be accepted on a rolling basis until the end of the Program or until all funds have been disbursed.

3. Application and Proposal.

3.1. Applications must be submitted as instructed on the Website.

3.2. Applications must include: (a) a description of how funding will be used for a journalistic “**Project**” related to the detection, debunking and countenance of misinformation about COVID-19 immunization; and (b) all information and materials as requested on the Website (“**Proposal**”).

3.3. All Proposals must include details about the project team that will work on your proposed Project. Project teams must demonstrate:

(a) a track record of publishing fact checks or other types of journalistic work aimed at correcting misperceptions about topics of public concern;

(b) a sound understanding of the limitations of fact-checking a contested topic; and

(c) a clear framework to maximize the impact of fact checks among their audience.

3.4. If a public health expert is a part of the Project team, you must demonstrate the public health expert’s capacity to provide appropriate expertise on COVID-19 immunization. Section 13.1(d) contains additional obligations for Project teams with a public health expert.

3.5. Multiple applications for the same project will not be considered.

3.6. We may request additional documentation to assess your application, and we reserve the right to screen each applicant, including against any applicable government sanctions list, in order to verify eligibility.

3.7. The parties acknowledge that these terms and conditions and this Program are not intended to alter or undermine your editorial independence, and Google’s participation in this Program is solely to provide funding for selected Projects and to facilitate the development of tools and other technologies in support of the publishing industry.

3.8. The parties acknowledge that the Program will provide funding to journalistic efforts, and is not intended to support creation of medical or health related information. If you create medical or health related information (including information about misinformation) through projects funded by the Program, that information is the sole responsibility of you and your Project team, and Google will not be responsible for that information.

4. Collaborative Project Requirements. Applications may be submitted by Collaborators working together and contributing resources towards a Collaborative Project. Collaborative Projects are subject to the following:

4.1. You must select one applicant (“**Lead Applicant**”) to submit the application and Proposal

on behalf of all Collaborators.

- 4.2. All Collaborators must meet the eligibility requirements in Section 1 (Eligibility).
- 4.3. The Lead Applicant must obtain the consent of, and all necessary agreements, releases, licenses, and approvals from, all Collaborators before submitting the application.
- 4.4. The Lead Applicant accepts these terms and conditions on behalf of its Collaborators, and agrees that any breach of these terms and conditions by its Collaborators will be considered a breach by the Lead Applicant. We reserve the right to require any Collaborators to contract directly with us prior to progressing an application or receiving funding.
- 4.5. Applications for Collaborative Projects will be void if the Lead Applicant does not disclose all Collaborators.

5. Selection Criteria.

- 5.1. The Program is intended to support journalistic efforts to fact-check misinformation about the COVID-19 immunization process that specifically seek to support audiences that are underserved by fact-checking or targeted by misinformation. The Program is not intended to support Projects that seek to provide medical advice.
- 5.2. We will evaluate all Proposals from eligible applicants. You may only submit one application as a Lead Applicant, but you may be a Collaborator in any number of Collaborative Projects. Applicants that are part of a larger group company or holding structure can submit up to three applications per group company.
- 5.3. Selected Applicants will demonstrate that their Project:
 - (a) aligns with the Program goals and objectives as described on the Website;
 - (b) is ready to launch as soon as possible and no later than April 15, 2021; and
 - (c) can be completed within 12 months from receipt of funds.
- 5.4. Because Program funding is limited, we do not guarantee that any application will be successful.
- 5.5. Google reserves the right to disqualify any applicant if Google determines that it is unable to offer the Program in the applicant's region.

6. Selection Process.

- 6.1. Proposals will be reviewed by us for evaluation. We will select (a) Selected Applicants; (b) funding award amounts; and (c) disbursement schedules for each funding award. Without limiting Section 3.7, we may also request you to make changes to the scope of your Proposal before we select you as a Selected Applicant.
- 6.2. We will contact applicants on a rolling basis by email during the Program Term to inform of our decision.
- 6.3. We may withdraw our offer of funds if: (a) we do not receive a response within 30 days of us making an offer of funding; (b) you are a Selected Applicant and you do not enter into

a Funding Agreement with us; or (c) you are in breach of these terms and conditions.

6.4. The approximate timeframes for applicant selection will be published on the Website and are subject to change from time to time.

7. Funding; Use of Funds.

7.1. Funding Overview.

- (a) Funding Agreement. Funding is conditional on Selected Applicants entering into a Funding Agreement that will contain details about eligible expenses, milestones, payment schedules, payment currency, and other relevant provisions pertaining to the funds. Selected Applicants will be required to share information, materials, and other documentation requested by Google for the purpose of assessing your use of funds and tracking Project progress.
- (b) Collaborative Project Funding.
 - (i) For Collaborative Projects (except in India), the Lead Applicant will enter into the Funding Agreement on behalf of its Collaborators, and will be responsible for: (i) distributing funds to Collaborators in accordance with the Funding Agreement; and (ii) ensuring its Collaborators' compliance with the Funding Agreement.
 - (ii) For Collaborative Projects in India, the Lead Applicant and each Collaborator will jointly enter into the Funding Agreement. The Lead Applicant will provide Google with bank account details of each Collaborator in order for Google to proportionately distribute funds to each Collaborator in accordance with the Funding Agreement.
- (c) Taxes. All funding amounts in the Program are inclusive of taxes. Selected Applicants will be responsible for payment of any applicable taxes associated with the receipt of funding from the Program. Unless required by law, we will not withhold taxes.
- (d) Compliance with Laws. We will only allocate funds where permitted under applicable laws. You are responsible for complying (and you will ensure the compliance of all Project personnel and Collaborators) with all applicable laws related to the receipt of funds, including: (i) export laws and trade sanctions regulations; (ii) competition laws; (iii) intellectual property laws; (iv) tax laws; and (v) local laws in the country in which you or any Project personnel or Collaborators reside in, are registered in, are incorporated in, or operate in, as applicable (such as the Foreign Contribution (Regulation) Act, 2010 (FCRA), as amended from time-to-time for Applicants in India).
- (e) Compliance with Anti-Bribery Laws. In performing its obligations under this Agreement, you and your Project personnel and Collaborators will comply with all applicable commercial and public anti-bribery laws ("**Anti-Bribery Laws**"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. You will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. "**Government officials**" include any government employee; candidate for public office; and employee of

government-owned or government-controlled companies, public international organizations, and political parties.

- (f) Anti-Bribery Due Diligence. You will make commercially reasonable and good faith efforts to comply with Google's anti-bribery due diligence process, including providing requested information.

7.2. Funding Caps.

- (a) **"Project Budget"** means the total amount of eligible expenses for a Project over a 12 month period. When determining the Project Budget for the purposes of subsection (b), any funding not provided by us must also entirely or predominantly be spent on the eligible expenses described in Section 7.3 (Eligible Expenses).
- (b) In our absolute discretion:
 - (i) Google will distribute up to \$1,000,000 to Selected Applicants for each Project, up to a maximum of 80% of the total anticipated Project Budget, not to exceed 50% of a Selected Applicant's annual gross revenue (or the combined annual gross revenue of all Collaborators in a Collaborative Project).
 - (ii) The exact amount of funds provided by us for any Project is subject to change and will be based on multiple factors including: total money available, types and number of projects selected for funding, and the veracity of your Project Budget.
 - (iii) We may distribute additional funds above these limits.

7.3. Eligible Expenses. Subject to Section 7.4 (Ineligible Expenses), funds may only be used to meet the following eligible expenses:

- (a) the payment of project personnel for their work on the project;
- (b) engineering costs and the purchase or licensing of any equipment, tools, hardware, software and other assets or materials needed to work on the Project (including in relation to product development, project management, user experience design, database build and maintenance, and hosting); and
- (c) marketing expenses (up to a maximum of 20% of the total funding granted), or as otherwise agreed by us in writing.

7.4. Ineligible Expenses. Funds may not be spent on:

- (a) general and overhead costs such as office rental, furniture and travel expenses;
- (b) costs and expenses related to registering, protecting, defending or monetising any intellectual property rights you may have (or that you may obtain through registration) including payments to any personnel engaged in such activities;
- (c) editorial expenses; or
- (d) expenses or liabilities incurred before the date on which the parties enter into a Funding Agreement.

8. Intellectual Property Rights.

- 8.1. Except as expressly stated in these terms and conditions, as between you and us, you retain ownership of your intellectual property rights in and to your application, Proposal, and any other information or materials provided to us by you, or on your behalf, as part of the application. Nothing in these terms and conditions or the Funding Agreement grants you, your affiliates, Project personnel or Collaborators (including their affiliates) any rights to, or interest in, any intellectual property rights of Google or its affiliates.
- 8.2. You agree that your application, Proposal, and any other materials provided to us by you, or on your behalf, may be used by Google and Google's affiliates for the purpose of performing our rights and obligations under these terms and conditions including: (i) assessing your application; (ii) assessing your ongoing compliance with these terms and conditions; (iii) if your application is successful, providing funding under the Funding Agreement; (iv) preparing and sharing studies; and (v) publicizing your participation in the Program in accordance with Section 9 (Confidentiality and Publicity). We will not use your application or Proposal in any other way without your express permission.
- 8.3. Google and its affiliates may independently create, develop, purchase, sponsor, or participate in projects related to or similar to your Project and the subject matter of your Proposal.

9. Confidentiality and Publicity.

- 9.1. The recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, professional advisors, or third-party contractors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under these terms and conditions while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.
- 9.2. You will not share Business Sensitive Information with us in your application or in the course of your participation in the Program.
- 9.3. We intend to be transparent and to publicize our activities in relation to the Program, including by publicizing which projects and applicants we offer funding to. We may also use information you submit in your application to prepare and share studies, and you agree that we may contact you with follow-up questions in connection with these studies. You agree it is a condition of your application that we may publicize, including at events, in speeches, in our annual report, through social media, and in any medium online or offline: (i) aggregated data showing how funds from the Program have been awarded, including by project type, industry sector and location; and (ii) project-specific information, including the names and locations of applicants, the funds awarded and a description of the selected Proposals. You grant to us and our affiliates a non-exclusive, worldwide, perpetual (or for the maximum term permitted under applicable law), irrevocable, transferable, sublicensable, fully paid-up and royalty-free licence to use your trade

names, trade marks, logos and other distinctive brand features for this purpose. We will aim to inform you in advance of any such publication.

10. Data Privacy. To the extent required by data protection laws applicable to the parties' processing of personal data under these terms and conditions, the parties agree to the [Google Controller-Controller Data Protection Terms](#).

11. Right to Cancel, Modify or Disqualify.

11.1. In our discretion, we may cancel, terminate, modify or suspend the Program or cancel or amend the terms of the application process including in the event of circumstances beyond our reasonable control or in light of applicable laws.

11.2. In our discretion, we may disqualify or refuse applications from any applicant who provides false, misleading, or otherwise dishonest information to Google.

11.3. Any clause that under their terms or by implication ought to survive, will survive any expiration or termination of these terms and conditions. Where applicable, you and Google agree that for the effectiveness of the termination clauses under these terms and conditions, to waive any provisions, procedures and operation of any applicable law to the extent that a court order is required for termination of these terms and conditions.

12. Indemnification. You will defend and indemnify Google and its affiliates, directors, officers, and employees, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent claiming that your application, Proposal, or use or reproduction of your brand features (including in any publicity described in Section 8 (Intellectual Property Rights) infringes or misappropriates any third party rights, including intellectual property rights.

13. Representations and Warranties.

13.1. By You. You represent and warrant that:

- (a) the information you provide to us in your application is true and correct;
- (b) you have and will maintain any necessary agreements, approvals, releases, licenses and rights (including moral rights where appropriate), from any Project personnel and Collaborators for the purposes of: (i) executing the Project; and (ii) sharing any information and materials with us in connection with your participation in the Program;
- (c) if you are a Lead Applicant, you will procure each Collaborator's compliance with these terms and conditions and enter into written agreements with each Collaborator that is at least as protective of us as these terms and conditions;
- (d) if a government official (including a public health expert) is involved in your Project, the government official's involvement in your Project is in their private capacity and not in any public or governmental capacity;
- (e) you have not entered into any other agreement or obligation which would prevent you from receiving funds through the Program or fulfilling your obligations under these terms and conditions;
- (f) you have and will retain all necessary rights to grant the limited brand features license under these terms and conditions; and

- (g) the use by Google or its affiliates of anything delivered or licensed to Google by you under these terms and conditions will not infringe or violate any third party's rights (including intellectual property rights)..

13.2. **Disclaimers.** To the maximum extent permitted by applicable law:

- (a) the parties' only representations and warranties under these terms and conditions are expressly stated in this section; and
- (b) the parties disclaim all other representations and warranties (express or implied), including any warranties of merchantability, satisfactory quality, non-infringement, and fitness for purpose.

14. **Liability.**

14.1. **Liability.** "Liability" means any liability, whether under contract, tort, or otherwise (including for negligence), and whether or not foreseeable or contemplated by the parties.

14.2. **Limited Liabilities.** To the extent permitted by applicable law and subject to Section 14.3 (Unlimited Liabilities):

- (a) neither party will have any liability arising out of or relating to these terms and conditions for any:
 - (i) lost profits, revenues, goodwill, or savings; or
 - (ii) indirect, consequential, special, incidental, or punitive damages.
- (b) Google will not be liable to you or any third-party for any reliance that you or any third-party place upon, or actions that you or any third-party take as a result of your submission of an application or participation in the Program.
- (c) Each party's total liability arising out of or relating to these terms and conditions is limited to USD \$10,000.

14.3. **Unlimited Liabilities.** Nothing in these terms and conditions excludes or limits either party's liability for

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation;
- (c) infringement of the other party's intellectual property rights;
- (d) matters for which liability cannot be excluded or limited under applicable law.

15. **General Provisions.** These terms and conditions do not create any agency, partnership or joint venture between the parties. Google may delegate any of its rights or obligations under these terms and conditions to a Google affiliate. Except by Google to its affiliates, neither party may assign any part of these terms and conditions without the written consent of the other (email is acceptable). Any other attempt to assign is void. All legal notices must be in writing and addressed to the other party's primary contact, which for Google is legal-notices@google.com. Any amendment must be in writing and signed by both parties. Neither party will be liable for

failure or delay in performance to the extent caused by circumstances beyond its reasonable control. These terms and conditions, together with any Funding Agreement, states all terms agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter, including the Website. If these terms and conditions are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

- 16. Disputes/Governing Law.** Any defined term in Sections 16.1 through 16.5 will apply only to the subsection in which it is defined.

16.1. For Applicants in NA, Australia, New Zealand, Singapore, Japan:

All claims arising out of or relating to these terms and conditions will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in the Federal or State courts of Santa Clara County, California, USA; the parties consent to personal jurisdiction in those courts.

16.2. For Applicants in APAC excluding Australia, New Zealand, Singapore and Japan:

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in these terms and conditions.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered confidential information, including (i) the existence of, (ii) any

information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

16.3. For Applicants in Europe and MEA:

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) Any party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in these terms and conditions.
- (e) Any party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under these terms and conditions.
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over any party or any of its property.
- (g) Any arbitration conducted under these terms and conditions will be considered Confidential Information, including the existence of the arbitration, any information disclosed during it, and any oral communications or documents related to it. The parties may also disclose such information to a competent court as may be necessary to file any order or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in

private).

- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

16.4. For Applicants in LATAM and Caribbean:

- (a) ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) The arbitrator may not decide by equity.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under these terms and conditions's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. In addition to the disclosure rights in these terms and conditions's confidentiality section, the parties may disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).
- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees

and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

16.5. For Applicants in Brazil:

- (a) ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) The arbitrator may not decide by equity.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under these terms and conditions's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. In addition to the disclosure rights in these terms and conditions's confidentiality section, the parties may disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).
- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the

prevailing party for these fees.

- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.